

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GERARDO MOTA BAUTISTA, HUGO BAUTISTA, JUAN LUIS OVANDO ZEPEDA, JUAN ZEPEDA, JULIO RICARDO ALVAREZ MACATOMA, LEONCIO TORRES ACUNA, MARIO MORALES ROJAS, OMAR RODRIGUEZ, and ANTONIO LIMON HERNANDEZ
individually and on behalf of others similarly situated,

Plaintiff,

-against-

COUNTY-WIDE MASONRY CORP., CARBEN INDUSTRIES, INC., CARBEN CONCRETE, INC., CARBEN CONSTRUCTION INC., ANTHONY DERASMO, ANTHONY LOGIUDICE, and RONALD BROWNING, AND MARTIN DOE
a/k/a/ PERU,

Defendants/Third Party Defendants

19-cv-08808-AT

**SETTLEMENT AGREEMENT AND
RELEASE**

This Settlement Agreement and Release of Claims ("Agreement") is entered into by and among Plaintiffs GERARDO MOTA BAUTISTA, HUGO BAUTISTA, JUAN LUIS OVANDO ZEPEDA, JUAN ZEPEDA, JULIO RICARDO ALVAREZ MACATOMA, LEONCIO TORRES ACUNA, MARIO MORALES ROJAS, OMAR RODRIGUEZ, and ANTONIO LIMON HERNANDEZ, ("Plaintiffs") on the one hand, and Defendants CARBEN INDUSTRIES INC., CARBEN CONCRETE INC., CARBEN CONSTRUCTION INC., ANTHONY LOGIUDICE, and RONALD BROWNING ("Defendants," and "Third Party Defendants"), on the other hand. (Plaintiffs and Defendants are collectively denoted the "Parties.").

WHEREAS, Plaintiffs allege that they worked for Defendants as employees; and

WHEREAS, a dispute has arisen regarding Plaintiffs' alleged employment and the terms thereof, which dispute has resulted in the filing of an action in the United States District Court for the Southern District of New York, captioned (hereinafter "the Litigation"), *Mota Bautista et al v. Countywide Builders, Inc. et all*, alleging, among other things, violations of federal and state wage and hour laws;

WHEREAS, Defendants deny any violation of federal and state wage and hour laws; and

WHEREAS, the Parties now desire to enter into this Agreement to resolve all disputes among them in the Litigation, and to avoid further costs and expenses and the uncertainty of litigation;

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and undertakings contained in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

1. **Settlement Payment:** Defendants Carben Construction Inc., Carben Industries Inc., Carben Concrete Inc., Ronald Browning, and Anthony LoGiudice (collectively referred to hereafter as "Defendants") shall pay or cause to be paid to Plaintiffs, subject to the terms and conditions of this Agreement, and as full, complete, and final settlement and final satisfaction of any and all claims asserted by and between the parties in the Litigation by Plaintiffs against Defendants through the Effective Date of this Agreement, including all counsel fees and costs incurred by Plaintiffs, the gross sum of Fifty Thousand Dollars and No Cents (**\$50,000.00**) (the "Settlement Amount") to be paid to Plaintiffs' attorneys as follows:

(a) First Installment: A check in the amount of Fifteen Thousand Dollars and No Cents (\$15,000.00) made payable to "CSM Legal P.C.," for immediate deposit thirty (30) days after Court approval of the Agreement, delivered to Plaintiffs' counsel. Of this amount, \$5,067.60 shall be apportioned to Plaintiffs' counsel as attorneys' fees and costs, and the remainder (\$9,932.40), shall be apportioned to Plaintiffs as follows:

Plaintiff	Amount (USD)
Gerardo Mota Bautista	\$775.81
Hugo Bautista	\$746.05
Juan Luis Ovando Zepeda	\$1,557.89
Juan Zepeda	\$1,873.07
Julio Richardo Alvarez Macatoma	\$1,507.97
Leoncio Torres Acuna	\$992.50
Mario Morales Rojas	\$884.61
Omar Rodriguez	\$896.18
Antonio Limon Hernandez	\$698.32

(a) Second through twelfth installments: Checks in the amounts of Two Thousand Nine Hundred and Sixteen Dollars and Seventeen Cents (\$2,916.63) made payable to "CSM Legal P.C.," for immediate deposit thirty (30) days after the previous payment, delivered to Plaintiff's counsel. Of this amount, \$985.33 shall be apportioned to Plaintiffs' counsel as attorney's fees and costs, and the remainder (\$1,931.30), shall be apportioned to Plaintiffs as follows:

Plaintiff	Amount (USD)
Gerardo Mota Bautista	\$150.85
Hugo Bautista	\$145.06
Juan Luis Ovando Zepeda	\$302.92
Juan Zepeda	\$324.22
Julio Richardo Alvarez Macatoma	\$293.21
Leoncio Torres Acuna	\$192.98

Mario Morales Rojas	\$172.01
Omar Rodriguez	\$174.26
Antonio Limon Hernandez	\$135.78

(b) Thirteenth Installment: Check in the amount of Two Thousand Nine Hundred and Sixteen Dollars and Sixty Seven Cents (\$2,916.67) made payable to "CSM Legal P.C.," for immediate deposit thirty (30) days after the previous payment, delivered to Plaintiffs' counsel. Of this amount, \$985.37 shall be apportioned to Plaintiffs' counsel as attorney's fees and costs, and the remainder (\$1,931.30), shall be apportioned to Plaintiffs as follows:

Plaintiff	Amount (USD)
Gerardo Mota Bautista	\$150.86
Hugo Bautista	\$145.07
Juan Luis Ovando Zepeda	\$302.92
Juan Zepeda	\$364.21
Julio Richardo Alvarez Macatoma	\$293.21
Leoncio Torres Acuna	\$192.98
Mario Morales Rojas	\$172.01
Omar Rodriguez	\$174.25
Antonio Limon Hernandez	\$135.79

(c) The payments set forth above in the Paragraphs shall be delivered to the office of CSM Legal, P.C. to the attention of Mary Bianco, Esq., at One Grand Central Place, 60 East 42nd Street, Suite 4510, New York, NY 10165.

(b) Concurrently with the execution of this Agreement, Defendants shall each execute and deliver to Plaintiffs' counsel confessions of judgment ("Confessions of Judgment") in the form annexed collectively hereto as Exhibit B. The Parties hereby acknowledge and agree that the Confessions of Judgments will be held in escrow by Plaintiffs' counsel, and will not be entered and/or filed at any time other than (i) in the event that the Defendants fail to make any of the installment payments as set forth above, and (ii) Defendants fail to cure such default within seven (7) days of receipt of written notice (to be delivered to Defendants' counsel by email to Matthew David Lakind at mlakind@tesseractcohen.com).¹ Such notice of default will be deemed given on the first business day following electronic transmission thereof.

(c) Plaintiffs agree to be responsible for any taxes associated with the settlement payment made to him hereunder. Plaintiffs agree to indemnify and hold harmless Defendants for any taxes, penalties or interest assessed as a result of an audit by the taxing authorities inasmuch as any taxes, penalties or interest assessed are directly related to the payment made in satisfaction of this settlement.

(d) Plaintiffs' counsel agrees to be responsible for any taxes associated with the settlement payment made to Plaintiffs' counsel hereunder. Plaintiffs' counsel agrees to indemnify and hold harmless Defendants for any taxes, penalties or interest assessed as a result

¹ Failure of any check(s) tendered in satisfaction of any part of the settlement amount to clear the account of the issuer of such check(s) upon Plaintiff's, or their counsel's, attempt to cash such check(s) shall render all Defendants in default with respect to this Agreement.

of an audit by the taxing authorities inasmuch as any taxes, penalties or interest assessed are directly related to the payment made in satisfaction of this settlement.

2. **Release and Covenant Not To Sue:** Plaintiffs hereby irrevocably and unconditionally release from and forever discharges and covenants not to sue Defendants, and for each of them, any and all of their heirs, successors, assigns, affiliates, parent organizations, subsidiaries, directors, owners, shareholders, members, agents, attorneys, legal representatives and managers, with respect to any and all claims asserted or that could have been asserted in the Litigation, including but not limited to the wage and hour allegations which putatively arose during the time frame that was the subject of the Litigation. Included in this provision of release are any, with respect to wage and hour issues putatively arising during the subject time period, charges, complaints, claims, causes of action, suits, debts, liens, contracts, rights, demands, controversies, losses, costs and or expenses, including legal fees and litigation costs, whether fixed or contingent (hereinafter referred to as "claim" or "claims"), known or unknown, that were asserted or could have been asserted in the Litigation, up through the date of this Release.

3. **No Admission of Liability or Wrongdoing:** This Agreement and compliance with this Agreement shall not be construed as an admission by Defendants of any liability whatsoever, or of any violation of any statute, regulation, duty, contract, right or order.

4. **Modification of the Agreement:** This Agreement may not be changed unless the changes are in writing and signed by authorized representatives of all of the Parties.

5. **Acknowledgments:** Plaintiffs and Defendants acknowledge that they are not relying upon any statement, representation or promise in executing this Agreement except for statements, representations or promises expressly set forth in this Agreement. They further acknowledge and agree that the only consideration for signing this Agreement is as set forth in this Agreement.

6. **Notices:** Notices required under this Agreement, included but not limited to the Notice required by Paragraph 1 (c), shall be in writing and shall be deemed given on the first business day following first-class mailing and/or electronic transmission thereof. Notice hereunder shall be delivered:

To Plaintiffs:

Mary Bianco, Esq.
CSM Legal, P.C.
60 East 42nd Street, Suite 4510
New York, NY 10165
Email: mary@csm-legal.com

To Defendants:

Matthew David Lakind
Tesser & Cohen.
946 Main Street
Hackensack, NJ 07601
Email: mlakind@tesseractcohen.com

7. **Governing Law:** This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New York, excluding the conflict-of-laws principles thereof. The parties consent to the personal jurisdiction of the United States District Court for the Southern District of New York and the Supreme Court of the State of New York, and stipulate to jointly request that the United States District Court for the Southern District of New York and/or the Supreme Court of the State of New York exercise jurisdiction, in any subsequent proceeding to enforce this Agreement. Absent an explicit disavowal of retention of jurisdiction on the part of the United States District Court, such Court's approval of this Agreement shall be construed as an explicit retention of jurisdiction for purposes of enforcing the provisions of this Agreement.

8. **Enforceability:** If any provision(s) of this Agreement is held to be illegal, void, or unenforceable, the illegality or unenforceability of such provision(s) shall have no effect upon, and shall not impair the legality or enforceability of, any other provision of this Agreement, provided, however, that upon any finding by a court of competent jurisdiction that a release or waiver of claims or rights or a covenant set forth herein is illegal, void or unenforceable, Plaintiffs agree to promptly execute a release, waiver and/or covenant that is legal and enforceable.

9. **Release Notification:** Defendants have afforded Plaintiffs the opportunity to discuss the terms of this Agreement and release of claims with their legal counsel prior to his entering into the Agreement, and Plaintiffs acknowledge that they had the opportunity to consult with CSM Legal, P.C., Plaintiffs acknowledges that it is his choice to waive any potential claims in return for the benefits set forth herein and that they made this decision after careful thought and a reasonable period of time to consider this Agreement, and after an opportunity to consult with his counsel. Plaintiffs confirm that this Settlement Agreement and Release has been translated to him in Spanish and that he understands the terms of this Agreement and that he is signing this Agreement voluntarily.

10. **Counterparts:** To signify their agreement to the terms of this Agreement and Release, the parties have executed this Agreement on the date set forth opposite their signatures, which appear below. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original, but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. This agreement may also be executed by facsimile transmission.


11. **Dismissal of the Action:** Upon Plaintiffs' counsel's receipt of the Settlement Payment from Defendants pursuant to Paragraph 1 above, Plaintiffs' counsel will execute the Stipulation of Dismissal with Prejudice, attached hereto as Exhibit A, dismissing this Action.

WHEREFORE, the Parties have read the foregoing Agreement and accept and agree to all of the provisions contained in it.

PLAINTIFFS

GERARDO MOTA BAUTISTA



Date: 04/22/2024


HUGO BAUTISTA



Date: 04/22/24

JUAN LUIS OVANDO ZEPEDA

Date: _____

JUAN ZEPEDA

Date: _____

JULIO RICHARDO ALAVAREZ MACATOMA

Date: _____

LEONCIO TORRES ACUNA

Date: _____

MARIO MORALES ROJAS

Date: _____

OMAR RODRIGUEZ

Date: _____

ANTONIO LIMON HERNANDEZ

Date: _____

DEFENDANTS

CARBEN INDUSTRIES INC.

Date: _____

BY: ANTHONY LOGIUDICE

CARBEN CONCRETE INC.

Date: _____

BY: ANTHONY LOGIUDICE

HUGO BAUTISTA

Date: _____

JUAN LUIS OVANDO ZEPEDA



Date: 04-18-24

JUAN ZEPEDA

Date: _____

JULIO RICHARDO ALAVAREZ MACATOMA

Date: _____

LEONCIO TORRES ACUNA

Date: _____

MARIO MORALES ROJAS

Date: _____

OMAR RODRIGUEZ

Date: _____

ANTONIO LIMON HERNANDEZ

Date: _____

DEFENDANTS

CARBEN INDUSTRIES INC.

BY: ANTHONY LOGIUDICE

Date: _____

CARBEN CONCRETE INC.

BY: ANTHONY LOGIUDICE

Date: _____

HUGO BAUTISTA

Date: _____

JUAN LUIS OVANDO ZEPEDA

Date: _____

JUAN ZEPEDA

_____

Date: 4/18/21

~~JULIO RICHARDO ALAVAREZ MACATOMA~~

Date: _____

LEONCIO TORRES ACUNA

Date: _____

MARIO MORALES ROJAS

Date: _____

OMAR RODRIGUEZ

Date: _____

ANTONIO LIMON HERNANDEZ

Date: _____

DEFENDANTS

CARBEN INDUSTRIES INC.

BY: ANTHONY LOGIUDICE

Date: _____

CARBEN CONCRETE INC.

BY: ANTHONY LOGIUDICE

Date: _____

HUGO BAUTISTA

Date: _____

JUAN LUIS OVANDO ZEPEDA

Date: _____

JUAN ZEPEDA

Date: _____

JULIO RICARDO ALVAREZ MARCATOMA

Date: 04-22-2024

LEONCIO TORRES ACUNA

Date: _____

MARIO MORALES ROJAS

Date: _____

OMAR RODRIGUEZ

Date: _____

ANTONIO LIMON HERNANDEZ

Date: _____

DEFENDANTS

CARBEN INDUSTRIES INC.

Date: _____

BY: ANTHONY LOGIUDICE

CARBEN CONCRETE INC.

Date: _____

BY: ANTHONY LOGIUDICE

HUGO BAUTISTA

Date: _____

JUAN LUIS OVANDO ZEPEDA

Date: _____

JUAN ZEPEDA

Date: _____

JULIO RICHARDO ALAVAREZ MACATOMA

Date: _____

LEONCIO TORRES ACUNA

Date: _____

MARIO MORALES ROJAS

Date: _____

OMAR RODRIGUEZ

Date: _____

ANTONIO LIMON HERNANDEZ

Date: _____

DEFENDANTS

CARBEN INDUSTRIES INC.

Date: _____

BY: ANTHONY LOGIUDICE

CARBEN CONCRETE INC.

Date: _____

BY: ANTHONY LOGIUDICE

04-22-24

HUGO BAUTISTA

Date: _____

JUAN LUIS OVANDO ZEPEDA

Date: _____

JUAN ZEPEDA

Date: _____

JULIO RICHARDO ALAVAREZ MACATOMA

Date: _____

LEONCIO TORRES ACUNA

Date: _____

MARIO MORALES ROJAS



Date: 4-17-24

OMAR RODRIGUEZ

Date: _____

ANTONIO LIMON HERNANDEZ

Date: _____

DEFENDANTS

CARBEN INDUSTRIES INC.

BY: ANTHONY LOGIUDICE

Date: _____

CARBEN CONCRETE INC.

BY: ANTHONY LOGIUDICE

Date: _____

HUGO BAUTISTA

Date: _____

JUAN LUIS OVANDO ZEPEDA

Date: _____

JUAN ZEPEDA

Date: _____

JULIO RICHARDO ALAVAREZ MACATOMA

Date: _____

LEONCIO TORRES ACUNA

Date: _____

MARIO MORALES ROJAS

Date: _____

OMAR RODRIGUEZ

Omar Rodriguez

Date: 04/22/24

ANTONIO LIMON HERNANDEZ

Date: _____

DEFENDANTS

CARBEN INDUSTRIES INC.

BY: ANTHONY LOGIUDICE

Date: _____

CARBEN CONCRETE INC.

BY: ANTHONY LOGIUDICE

Date: _____

HUGO BAUTISTA

Date: _____

JUAN LUIS OVANDO ZEPEDA

Date: _____

JUAN ZEPEDA

Date: _____

JULIO RICHARDO ALAVAREZ MACATOMA

Date: _____

LEONCIO TORRES ACUNA

Date: _____

MARIO MORALES ROJAS

Date: _____

OMAR RODRIGUEZ

Date: _____

ANTONIO LIMON HERNANDEZ

Antonio Hernandez

Date: 4 22 2024

DEFENDANTS

CARBEN INDUSTRIES INC.

BY: ANTHONY LOGIUDICE

Date: _____

CARBEN CONCRETE INC.

BY: ANTHONY LOGIUDICE

Date: _____

HUGO BAUTISTA

Date: _____

JUAN LUIS OVANDO ZEPEDA

Date: _____

JUAN ZEPEDA

Date: _____

JULIO RICHARDO ALAVAREZ MACATOMA

Date: _____

LEONCIO TORRES ACUNA

Date: _____

MARIO MORALES ROJAS

Date: _____

OMAR RODRIGUEZ

Date: _____

ANTONIO LIMON HERNANDEZ

Date: _____

Date: _____

DEFENDANTS

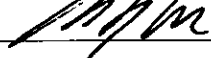
CARBEN INDUSTRIES INC.



BY: ANTHONY LOGIUDICE

Date: 4/12/24

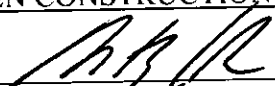
CARBEN CONCRETE INC.



Date: 4/12/24

BY: ANTHONY LOGIUDICE

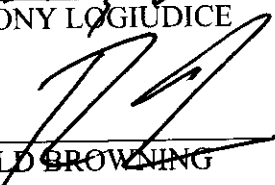
CARBEN CONSTRUCTION INC.


BY: ANTHONY LOGIUDICE

Date: 4/12/24


ANTHONY LOGIUDICE

Date: 4/12/24


RONALD BROWNING

Date: 4/12/24

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GERARDO MOTA BAUTISTA, HUGO
BAUTISTA, JUAN LUIS OVANDO ZEPEDA,
JUAN ZEPEDA, JULIO RICARDO
ALVAREZ MACATOMA, LEONCIO
TORRES ACUNA, MARIO MORALES
ROJAS, OMAR RODRIGUEZ, and ANTONIO
LIMON HERNANDEZ *individually and on
behalf of others similarly situated,*

Plaintiffs,

-against-

COUNTY-WIDE MASONRY CORP.,
CARBEN INDUSTRIES, INC., CARBEN
CONCRETE, INC., CARBEN
CONSTRUCTION INC., ANTHONY
DERASMO, ANTHONY LOGIUDICE, and
RONALD BROWNING, AND MARTIN DOE
a/k/a/ PERU,

Defendants.

19-cv-08808

**STIPULATION OF DISMISSAL WITH
PREJUDICE**

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned Parties, through their respective counsel, that the above action be and is hereby dismissed with prejudice, without costs to either party. This stipulation is limited to Defendants Carben Industries Inc., Carben Concrete Inc., Carben Construction Inc., Anthony LoGiudice, and Ronald Browning.

Mary Bianco, Esq.
CSM Legal, P.C.
60 East 42nd Street, Suite 4510
New York, NY 10165

Matthew David Lakind
Tesser & Cohen
946 Main Street
Hackensack, NJ 07601

EXHIBIT B

SUPREME COURT OF THE STATE OF NEW YORK
WESTCHESTER COUNTY

----- x
GERARDO MOTA BAUTISTA, HUGO :
BAUTISTA, JUAN LUIS OVANDO ZEPEDA, :
JUAN ZEPEDA, JULIO RICARDO ALVAREZ :
MACATOMA, LEONCIO TORRES ACUNA, :
MARIO MORALES ROJAS, OMAR :
RODRIGUEZ, and ANTONIO LIMON :
HERNANDEZ, :
:

Plaintiffs, :

-against- :

COUNTY-WIDE MASONRY CORP., CARBEN :
INDUSTRIES, INC., CARBEN CONCRETE, :
INC., CARBEN CONSTRUCTION INC., :
ANTHONY DERASMO, ANTHONY :
LOGIUDICE, and RONALD BROWNING, AND :
MARTIN DOE a/k/a/ PERU, :

Defendants. :
----- x

Index No.:

AFFIDAVIT OF CONFESSION OF
JUDGMENT ON BEHALF OF
CARBEN INDUSTRIES, INC.

STATE OF NEW YORK)

: ss.:

NASSAU COUNTY)

1. I reside in NASSAU County, New York.
2. I, ANTHONY LOGIUDICE, am an Owner of CARBEN INDUSTRIES INC., I am duly authorized to make this affidavit of confession of judgment on behalf of CARBEN INDUSTRIES INC.
3. CARBEN INDUSTRIES INC maintains its principal place of business in 220 Madison Avenue, New York, NY.
4. Pursuant to the terms of the Settlement Agreement and Release by and between GERARDO MOTA BAUTISTA, HUGO BAUTISTA, JUAN LUIS OVANDO ZEPEDA, JUAN ZEPEDA, JULIO RICARDO ALVAREZ MACATOMA, LEONCIO TORRES ACUNA,

MARIO MORALES ROJAS, OMAR RODRIGUEZ, and ANTONIO LIMON HERNANDEZ on the one hand, and COUNTY-WIDE MASONRY CORP., CARBEN INDUSTRIES INC., CARBEN CONCRETE INC., CARBEN CONSTRUCTION INC., ANTHONY DERASMO, ANTHONY LOGIUDICE, and RONALD BROWNING (each a "Defendant" and collectively, "Defendants"), to which this Affidavit is annexed, I hereby confess judgment and authorize entry thereof against CARBEN INDUSTRIES INC in favor of Plaintiffs for the sum of Fifty Thousand Dollars and No Cents (\$50,000.00), less any payments made under the Settlement Agreement.

5. This affidavit of confession of judgment is for a debt justly due to Plaintiffs under the terms of the Settlement Agreement, to which this Affidavit is annexed, which provides that Defendants are to submit a total sum of \$50,000.00 to Plaintiffs. The amount of this affidavit of confession of judgment represents the settlement amount of \$50,000.00, less any prior payments made pursuant to the Settlement Agreement.

6. This affidavit is made upon good and valuable consideration, the sufficiency of which I acknowledge on behalf of Defendants, including, without limitation, the terms and provisions of the Settlement Agreement.

7. I hereby represent my understanding that upon Defendants' breach of the Settlement Agreement and failure to cure, this Confession of Judgment shall be docketed and entered in the Supreme Court of the State of New York, ~~Nassau~~ ^{WESTCHESTER} County, as a judgment for \$50,000.00 (less any amounts already paid to Plaintiffs pursuant to the above schedule), against CARBEN INDUSTRIES INC.

CARBEN INDUSTRIES INC

By: _____

ANTHONY LOGIUDICE

Title: Owner

STATE OF NY)

: ss.:

On 4/12, 2024, before me personally came Anthony Logiudice, to me known, who, by me duly sworn, did depose and say that deponent resides at 30 Ridge Rd Eastwick St, NY 11576, that deponent is the Owner of CARBEN INDUSTRIES INC the party described herein, and that deponent executed the foregoing Affidavit of Confession of Judgment on behalf of CARBEN INDUSTRIES INC and was authorized to do so.

Notary Public

CECILIA CRUZ
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CR6221404
Qualified in Nassau County
Commission Expires May 3, 2026

SUPREME COURT OF THE STATE OF NEW YORK
~~WESTCHESTER~~ COUNTY

----- x
GERARDO MOTA BAUTISTA, HUGO :
BAUTISTA, JUAN LUIS OVANDO ZEPEDA, :
JUAN ZEPEDA, JULIO RICARDO ALVAREZ :
MACATOMA, LEONCIO TORRES ACUNA, :
MARIO MORALES ROJAS, OMAR :
RODRIGUEZ, and ANTONIO LIMON :
HERNANDEZ, :
:

Plaintiffs,

-against-

COUNTY-WIDE MASONRY CORP., CARBEN
INDUSTRIES, INC., CARBEN CONCRETE,
INC., CARBEN CONSTRUCTION INC.,
ANTHONY DERASMO, ANTHONY
LOGIUDICE, and RONALD BROWNING, AND
MARTIN DOE a/k/a/ PERU,

Defendants.
----- x

Index No.:

**AFFIDAVIT OF CONFESSION OF
JUDGMENT ON BEHALF OF
CARBEN CONCRETE, INC.**

STATE OF NEW YORK)
 : ss.:
~~NASSAU~~ COUNTY)

1. I reside in NASSAU County, New York.
2. I, ANTHONY LOGIUDICE, an the Owner of CARBEN CONCRETE INC., I am duly authorized to make this affidavit of confession of judgment on behalf of CARBEN CONCRETE INC.
3. CARBEN CONCRETE INC maintains its principal place of business in 220 Madison Avenue, New York, NY.
4. Pursuant to the terms of the Settlement Agreement and Release by and between GERARDO MOTA BAUTISTA, HUGO BAUTISTA, JUAN LUIS OVANDO ZEPEDA, JUAN ZEPEDA, JULIO RICARDO ALVAREZ MACATOMA, LEONCIO TORRES ACUNA, MARIO MORALES ROJAS, OMAR RODRIGUEZ, and ANTONIO LIMON HERNANDEZ

on the one hand, and COUNTY-WIDE MASONRY CORP., CARBEN INDUSTRIES INC., CARBEN CONCRETE INC., CARBEN CONSTRUCTION INC., ANTHONY DERASMO, ANTHONY LOGIUDICE, and RONALD BROWNING (each a "Defendant" and collectively, "Defendants"), to which this Affidavit is annexed, I hereby confess judgment and authorize entry thereof against CARBEN CONCRETE INC in favor of Plaintiffs for the sum of Fifty Thousand Dollars and No Cents (\$50,000.00), less any payments made under the Settlement Agreement.

5. This affidavit of confession of judgment is for a debt justly due to Plaintiffs under the terms of the Settlement Agreement, to which this Affidavit is annexed, which provides that Defendants are to submit a total sum of \$50,000.00 to Plaintiffs. The amount of this affidavit of confession of judgment represents the settlement amount of \$50,000.00, less any prior payments made pursuant to the Settlement Agreement.

6. This affidavit is made upon good and valuable consideration, the sufficiency of which I acknowledge on behalf of Defendants, including, without limitation, the terms and provisions of the Settlement Agreement.

7. I hereby represent my understanding that upon Defendants' breach of the Settlement Agreement and failure to cure, this Confession of Judgment shall be docketed and entered in the Supreme Court of the State of New York, ~~Westchester~~ ^{Westchester} County, as a judgment for \$50,000.00 (less any amounts already paid to Plaintiffs pursuant to the above schedule), against CARBEN CONCRETE INC..

CARBEN CONCRETE INC

By: 

ANTHONY LOGIUDICE

Title: Owner

STATE OF NY)

: ss.:

On 4/12, 2024, before me personally came Anthony Logiudice, to me known, who, by me duly sworn, did depose and say that deponent resides at 30 Rise Rd Eastwillish NY 11596, that deponent is the Owner of CARBEN CONCRETE INC the party described herein, and that deponent executed the foregoing Affidavit of Confession of Judgment on behalf of CARBEN CONCRETE INC and was authorized to do so.


Notary Public

CECILIA CRUZ
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CR6221404
Qualified in Nassau County
Commission Expires May 3, 2026

SUPREME COURT OF THE STATE OF NEW YORK
WESTCHESTER COUNTY

----- x
GERARDO MOTA BAUTISTA, HUGO :
BAUTISTA, JUAN LUIS OVANDO ZEPEDA, :
JUAN ZEPEDA, JULIO RICARDO ALVAREZ :
MACATOMA, LEONCIO TORRES ACUNA, :
MARIO MORALES ROJAS, OMAR :
RODRIGUEZ, and ANTONIO LIMON :
HERNANDEZ, :
:

Plaintiffs,

-against-

COUNTY-WIDE MASONRY CORP., CARBEN
INDUSTRIES, INC., CARBEN CONCRETE,
INC., CARBEN CONSTRUCTION INC.,
ANTHONY DERASMO, ANTHONY
LOGIUDICE, and RONALD BROWNING, AND
MARTIN DOE a/k/a/ PERU,

Defendants.
----- x

Index No.:

**AFFIDAVIT OF CONFESSION OF
JUDGMENT ON BEHALF OF
CARBEN CONSTRUCTION, INC.**

STATE OF NEW YORK)
 : ss.:
WASSAR COUNTY)

1. I reside in Wassa County, New York.
2. I, ANTHONY LOGIUDICE, an the Owner of CARBEN CONSTRUCTION INC., I am duly authorized to make this affidavit of confession of judgment on behalf of CARBEN CONSTRUCTION INC.
3. CARBEN CONSTRUCTION INC maintains its principal place of business in 220 Madison Avenue, New York, NY.
4. Pursuant to the terms of the Settlement Agreement and Release by and between GERARDO MOTA BAUTISTA, HUGO BAUTISTA, JUAN LUIS OVANDO ZEPEDA, JUAN ZEPEDA, JULIO RICARDO ALVAREZ MACATOMA, LEONCIO TORRES ACUNA, MARIO MORALES ROJAS, OMAR RODRIGUEZ, and ANTONIO LIMON HERNANDEZ

on the one hand, and COUNTY-WIDE MASONRY CORP., CARBEN INDUSTRIES INC., CARBEN CONCRETE INC., CARBEN CONSTRUCTION INC., ANTHONY DERASMO, ANTHONY LOGIUDICE, and RONALD BROWNING (each a "Defendant" and collectively, "Defendants"), to which this Affidavit is annexed, I hereby confess judgment and authorize entry thereof against CARBEN CONSTRUCTION INC in favor of Plaintiffs for the sum of Fifty Thousand Dollars and No Cents (\$50,000.00), less any payments made under the Settlement Agreement.

5.

This affidavit of confession of judgment is for a debt justly due to Plaintiffs under the terms of the Settlement Agreement, to which this Affidavit is annexed, which provides that Defendants are to submit a total sum of \$50,000.00 to Plaintiffs. The amount of this affidavit of confession of judgment represents the settlement amount of \$50,000.00, less any prior payments made pursuant to the Settlement Agreement.

6. This affidavit is made upon good and valuable consideration, the sufficiency of which I acknowledge on behalf of Defendants, including, without limitation, the terms and provisions of the Settlement Agreement.

7. I hereby represent my understanding that upon Defendants' breach of the Settlement Agreement and failure to cure, this Confession of Judgment shall be docketed and entered in the Supreme Court of the State of New York, ~~Westchester~~ County, as a judgment for \$50,000.00 (less any amounts already paid to Plaintiffs pursuant to the above schedule), against CARBEN CONSTRUCTION INC..

CARBEN CONSTRUCTION INC

By: _____

ANTHONY LOGIUDICE

Title: Owner

STATE OF NY)
: ss.:

On 4/12, 2024, before me personally came Anthony Logiudice, to me known, who, by me duly sworn, did depose and say that deponent resides at 30 Ridge Rd East Williston, NY 11546, that deponent is the Owner of CARBEN CONSTRUCTION INC the party described herein, and that deponent executed the foregoing Affidavit of Confession of Judgment on behalf of CARBEN CONSTRUCTION INC and was authorized to do so.

Notary Public

CECILIA CRUZ
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CR6221404
Qualified in Nassau County
Commission Expires May 3, 2026

SUPREME COURT OF THE STATE OF NEW YORK
NASSAU COUNTY

----- x
GERARDO MOTA BAUTISTA, HUGO :
BAUTISTA, JUAN LUIS OVANDO ZEPEDA, :
JUAN ZEPEDA, JULIO RICARDO ALVAREZ :
MACATOMA, LEONCIO TORRES ACUNA, :
MARIO MORALES ROJAS, OMAR :
RODRIGUEZ, and ANTONIO LIMON :
HERNANDEZ, :
:

Plaintiffs, :

-against- :

COUNTY-WIDE MASONRY CORP., CARBEN :
INDUSTRIES, INC., CARBEN CONCRETE, :
INC., CARBEN CONSTRUCTION INC., :
ANTHONY DERASMO, ANTHONY :
LOGIUDICE, and RONALD BROWNING, AND :
MARTIN DOE a/k/a/ PERU, :

Defendants. :

----- x

STATE OF NEW YORK)
: ss.:
NASSAU COUNTY)

Index No.:

AFFIDAVIT OF CONFESSION OF
JUDGMENT ON BEHALF OF
ANTHONY LOGIUDICE

1. I reside in NASSAU County, New York.

2. Pursuant to the terms of the Settlement Agreement and Release by and between GERARDO MOTA BAUTISTA, HUGO BAUTISTA, JUAN LUIS OVANDO ZEPEDA, JUAN ZEPEDA, JULIO RICHARDO ALVAREZ MACATOMA, LEONCIO TORRES ACUNA, MARIO MORALES ROJAS, OMAR RODRIGUEZ, and ANTONIO LIMON HERNANDEZ on the one hand, COUNTY-WIDE MASONRY CORP., CARBEN INDUSTRIES INC., CARBEN CONCRETE INC., CARBEN CONSTRUCTION INC., ANTHONY DERASMO, ANTHONY LOGIUDICE, and RONALD BROWNING (each a "Defendant" and collectively, "Defendants"), to which this Affidavit is annexed, I hereby confess judgment and authorize entry thereof against me and in favor of Plaintiffs for the sum of Fifty Thousand Dollars and No Cents (\$50,000.00), less any payments made under the Settlement Agreement.

3. This affidavit of confession of judgment is for a debt justly due to Plaintiffs under the terms of the Settlement Agreement, to which this Affidavit is annexed, which provides that Defendants are to submit a total sum of \$50,000.00 to Plaintiffs. The amount of this affidavit of confession of judgment represents the settlement amount of \$50,000.00.


6. This affidavit is made upon good and valuable consideration, the sufficiency of which I acknowledge on behalf of Defendants, including, without limitation, the terms and provisions of the Settlement Agreement.

5. I hereby represent my understanding that upon Defendants' breach of the Settlement Agreement and failure to cure, this Confession of Judgment shall be docketed and entered in the Supreme Court of the State of New York, NASSA County, as a judgment for \$50,000.00 (less any amounts already paid to Plaintiffs pursuant to the above schedule), against me, ANTHONY LOGIUDICE.

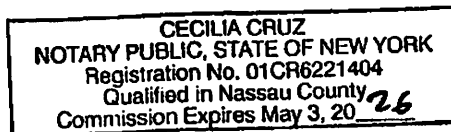


ANTHONY LOGIUDICE

Sworn to before me this
12 day of April 2024



Notary Public



SUPREME COURT OF THE STATE OF NEW YORK
_____ COUNTY

----- x
GERARDO MOTA BAUTISTA, HUGO :
BAUTISTA, JUAN LUIS OVANDO ZEPEDA, :
JUAN ZEPEDA, JULIO RICARDO ALVAREZ :
MACATOMA, LEONCIO TORRES ACUNA, :
MARIO MORALES ROJAS, OMAR :
RODRIGUEZ, and ANTONIO LIMON :
HERNANDEZ, :
:

Plaintiffs, :

-against- :

COUNTY-WIDE MASONRY CORP., CARBEN :
INDUSTRIES, INC., CARBEN CONCRETE, :
INC., CARBEN CONSTRUCTION INC., :
ANTHONY DERASMO, ANTHONY :
LOGIUDICE, and RONALD BROWNING, AND :
MARTIN DOE a/k/a/ PERU, :

Defendants.

----- x
STATE OF NEW YORK)
: ss.:
_____ COUNTY)

1. I reside in _____ County, New York.

2. Pursuant to the terms of the Settlement Agreement and Release by and between GERARDO MOTA BAUTISTA, HUGO BAUTISTA, JUAN LUIS OVANDO ZEPEDA, JUAN ZEPEDA, JULIO RICHARDO ALVAREZ MACATOMA, LEONCIO TORRES ACUNA, MARIO MORALES ROJAS, OMAR RODRIGUEZ, and ANTONIO LIMON HERNANDEZ on the one hand, COUNTY-WIDE MASONRY CORP., CARBEN INDUSTRIES INC., CARBEN CONCRETE INC., CARBEN CONSTRUCTION INC., ANTHONY DERASMO, ANTHONY LOGIUDICE, and RONALD BROWNING (each a "Defendant" and collectively, "Defendants"), to which this Affidavit is annexed, I hereby confess judgment and authorize entry thereof against me and in favor of Plaintiffs for the sum of Fifty Thousand Dollars and No Cents (\$50,000.00), less any payments made under the Settlement Agreement.

Index No.:

AFFIDAVIT OF CONFESSION OF
JUDGMENT ON BEHALF OF
RONALD BROWNING

3. This affidavit of confession of judgment is for a debt justly due to Plaintiffs under the terms of the Settlement Agreement, to which this Affidavit is annexed, which provides that Defendants are to submit a total sum of \$50,000.00 to Plaintiffs. The amount of this affidavit of confession of judgment represents the settlement amount of \$50,000.00.

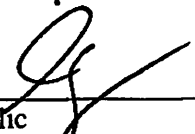
7. This affidavit is made upon good and valuable consideration, the sufficiency of which I acknowledge on behalf of Defendants, including, without limitation, the terms and provisions of the Settlement Agreement.

5. I hereby represent my understanding that upon Defendants' breach of the Settlement Agreement and failure to cure, this Confession of Judgment shall be docketed and entered in the Supreme Court of the State of New York, _____ County, as a judgment for \$50,000.00 (less any amounts already paid to Plaintiffs pursuant to the above schedule), against me, RONALD BROWNING.



RONALD BROWNING

Sworn to before me this
12 day of April 2024



Notary Public

CECILIA CRUZ
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CR6221404
Qualified in Nassau County
Commission Expires May 3, 20 26